



# **CONTRACT**

**By and between**

**THE TOWNSHIP OF LONG BEACH  
OCEAN COUNTY, NEW JERSEY**

**And**

**TEAMSTERS LOCAL NO. 35  
TRENTON, NEW JERSEY**

**REPRESENTING EMPLOYEES IN THE DEPARTMENT OF  
PROPERTY AND PUBLIC WORKS**

**EFFECTIVE: January 1, 2010**

**EXPIRATION: December 31, 2010**



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## **AGREEMENT**

THIS AGREEMENT, made on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the Township of Long Beach, a municipal corporation organized and existing under the laws of the State of New Jersey, a public employer with its main office at Long Beach Township Town Hall, 6805 Long Beach Boulevard, Brant Beach, New Jersey, hereinafter referred to as the "Township", "Company" or "Employer" and Teamsters Local No. 35, affiliated with the International Brotherhood of Teamsters, having its offices at 620 U.S. Route 130, Trenton, New Jersey, comprised of Long Beach Township Blue Collar Employees, such organization having been certified by the Public Employment Relations Commissions as an appropriate bargaining agent for this unit, after the Agency held an appropriate election. This Union shall be hereinafter referred to as the "Union." Wherever the terms "blue collar supervisor" or "blue collar supervisor employees" are used in this Agreement, both designations shall be interchangeable and have the same meaning and effect. Wherever the term "Commissioner" or "Commissioner of Public Works" is used in this Agreement it shall mean the "Commissioner of the Department of Public Works for the Township of Long Beach or his designee."

### **ARTICLE 1** **PURPOSE**

This Agreement entered into between the Employer and the Teamsters has as its purpose the promotion of harmonious relations between the Employer and the Teamsters; the establishment of an equitable and peaceful procedure for the resolution of contractual differences and the establishment of rates of pay, hours of work and other conditions of employment.

### **ARTICLE 2** **RECOGNITION CLAUSE**

The Township recognizes Teamsters Local No. 35, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining agent for all provisional and permanent full-time and provisional and permanent regular part-time blue collar workers in the Department of Public Works of the Township which includes Laborer, Building Services, Secretary, Equipment Operator, Mechanic, Senior Mechanic and Maintenance Repair Carpenter. The parties agree to negotiate with respect to salary, hours and those terms and conditions of employment permitted by appropriate New Jersey law. However, the following titles shall be excluded from the bargaining unit: Supervisors and Foremen.

### **ARTICLE 3** **GRIEVANCE PROCEDURE**

#### **Section 3.01. Definition**

Purpose - The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems, which may, from time to time, arise affecting employees as a result of the interpretation, application or violation of this Agreement between the Township and the Union.



A "Grievance" shall mean a complaint by an employee that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this Agreement or of policies, rules and administrative decisions which govern the Township or disciplinary action. Only grievances on the violation, of the Agreement may be submitted to binding arbitration. A grievance must clearly identify at its inception and thereafter that it is a group or class action grievance.

Nothing in this procedure shall preclude an employee from exercising his or her legal or Civil Service rights nor change the exclusivity of the Civil Service Process.

A "grievant" is an employee who files a grievance.

"Representative" is a person or agent designated to represent either party in this procedure.

"Day" means a working day unless otherwise noted.

### **Section 3.02. Procedures**

Grievances shall be processed promptly and expeditiously.

Grievances shall be adjudicated according to the terms of this procedure.

Formal grievances and appeal shall be filed in writing.

Communications and decisions concerning formal grievances shall be in writing.

A grievant shall be permitted a representative at all levels of the procedure and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing by the Union.

Failure by the Union to process a grievance within the specified time limit shall render the grievance as settled in favor of the Township.

Failure by the Township to issue a decision within the specified time limit shall render the grievance advanced to the next level.

### **Section 3.03. Processing**

**Time Limit:** The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual written consent of the parties.

**Step 1:** The grievant and/or his or her representative shall present a written statement of the alleged grievance to the Commissioner. The grievant must file the written grievance within fifteen (15) calendar days of the occurrence of the grievance. The Commissioner will review the grievance and submit a written answer to the grievance within fifteen (15) calendar days from receipt of the grievance form.



**Step 2:** If the Union is dissatisfied with the answers submitted by the Commissioner, the Union may appeal the answer of the Commissioner within seven (7) calendar days after receipt of the written answer at the first step of the process. In addition to the information required by the grievance form agreed upon by the parties, the written grievance must identify the specific provision(s) of this Agreement allegedly violated and detail the factual basis for the alleged violation of the identified provision(s). Any fact of provision not specified in writing at Step 2 shall not be raised or considered during subsequent Steps. The Union will request that the Township schedule a hearing before the Commissioner on the matter. The hearing shall be scheduled within fifteen (15) calendar days after receipt of the grievance appeal by the Commissioner.

**Step 3:** If the Union is still dissatisfied with the answer received from Step 2, then the Union may submit the grievance to arbitration.

Within seven (7) calendar days of the decision of the Township, the Union may request arbitration of the grievance by filing notice of the Union's continued disagreement with the Commissioner.

Within five (5) calendar days of such notice, the Union shall request a panel of arbitrators from the Public Employment Relations Commission for selection of a single arbitrator by the parties.

Within five (5) days of such list, an arbitrator shall be selected by alternatively striking names from the list, the Union striking first. If the arbitrator is unable to serve, a list shall be requested and the process repeated, unless the time is extended by mutual agreement.

Within twenty (20) days of notice of selection, the designated arbitrator shall establish a hearing date, shall establish rules governing such a hearing and shall conduct such hearing.

The arbitrator's decision shall be binding on all parties to the grievance.

The cost of the services of the arbitrator shall be shared equally by the parties of interest. Should any party to the arbitration request a transcript, the cost thereof shall be borne solely by the party requesting it.

The arbitrator shall not have the power to alter, amend or revise any provision of this Agreement. No more than one grievance at a time may be considered by the Arbitrator without prior written agreement of the Parties.

All arbitration proceedings shall be closed proceedings and attendance at the proceedings shall be strictly limited to a maximum of two representatives for the Township and two representatives for the Union, the grievant, and an attorney for the Township and the Union. All witnesses, other than those identified in the previous sentence, shall be sequestered during the proceeding at the request of either party.



### **Section 3.04. General Provisions**

No prejudice will attend any party of interest by reason of the utilization of participation in the grievance procedure.

The filing, pendency or hearing of any grievance shall not impede the normal management of the work force or operation of any of the Township's agencies.

All records of grievance processing shall be filed separately.

Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement past practice notwithstanding. The Union and the Commissioner will distribute the forms, as they require these.

Parties in interest will cooperate in investigating and providing information concerning a grievance being processed.

Notices of hearing shall be made to the grievant at least forty-eight (48) hours in advance and such hearings shall be held on the Township's premises.

The Township agrees that in the presentation of a grievance, there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) Union representative who is an employee of the Township through the grievance procedure. However, no employee or official will be permitted to investigate or process grievances during working hours without the approval of the Commissioner.

Saturdays, Sundays and holidays as identified in this Agreement shall be considered working days in computing the time of the foregoing.

Any employee shall be entitled to the assistance of a Union officer or representative in all steps of the foregoing grievance procedure. An employee shall not lose pay for time spent during his or her regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during any of the above steps, the time spent for testimony by up to a maximum of three (3) employees called by the Union shall not lose pay for such time. The time spent by any employee called by the Township for testimony shall not lose pay for such time.

The number of days indicated at each level of the grievance procedure shall be considered as a maximum and every effort should be made to expedite the process.

Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with his immediate supervisor.



#### **ARTICLE 4** **SICK LEAVE**

- A. Sick leave shall accumulate at the rate of one and one-quarter (1 1/4) days per month in the first year of service, commencing on the first month or major portion thereof from the date of hire. It is assumed the employee shall remain in the service of the Township for the remainder of the calendar year and the total number of sick days, prorated shall be credited to the employee. If separation occurs before the end of the year and more sick leave has been taken than appropriated on a prorated basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick leave shall accumulate from year to year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year. Days lost due to an injury or illness for which the employee receives salary replacement through Worker's Compensation shall not be charged to sick leave. All other time shall be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be chargeable to sick leave.
- B. Accumulated Sick Leave at Retirement: Any member of this bargaining unit (rand and file unit) who retires under the Public Employees Retirement System shall also be eligible to receive payment for fifty percent (50%) of the number of earned but unused sick leave days to a maximum payment of fifteen thousand (\$15,000.00) dollars. This payment may be taken in a lump sum or in two or three equal annual installments. Employees retiring with thirty-one (31) or more years of service are entitled to an additional payment of six thousand dollars (\$6,000.00) making the payment a grand total of twenty-one thousand (\$21,000.00) dollars.
- C. Any employee eligible to retire in that calendar year shall notify the Township in writing through the Public Works Commissioner no later than January 15 of that year of the that employee's intent to retire or not. If the employee fails to make timely notice to the Township, the Township shall have the sole option to defer making payment for accumulated sick leave until the next calendar year.
- D. Work loss due to injury or illness arising out of the course of employment shall not be chargeable to sick leave until and unless the employees' workers compensation claim is denied.
- E. Employees who are out sick for three (3) consecutive days may be required to submit a doctor's note.
- F. All other policies of the Township, as may be amended from time to time, regarding sick leave are incorporated into this Agreement, unless specifically altered herein.
- G. Sick leave shall be exhausted prior to temporary disability benefits, including paid family leave.
- H. All leave time, whether paid or unpaid, that is used or allowed in connection with an event that is also covered under federal and/or state leave laws shall run contemporaneously with leave under federal and/or state leave laws in accordance with the Township's FMLA/NJFLA policy.



## **ARTICLE 5**

### **VACATIONS**

- A. Except as otherwise provided herein, the Township's vacation policy shall be as set forth in Ordinance 80-1.
- B. Each employee of the unit shall be permitted to sellback unused vacation time earned in that year at the rate of 80%. The request to sellback unused vacation leave must be made by November 15th, and payment shall be made to the employee by the January 15th of the following year.

## **ARTICLE 6**

### **HOLIDAYS**

The present holiday schedule in effect and set forth below will be continued:

New Year's Day	Memorial Day	Election Day
Martin Luther King's Birthday	Independence Day	Thanksgiving Day
Lincoln's Birthday	Labor Day	Day after Thanksgiving
Washington's Birthday	Columbus Day	Christmas Day
Good Friday	Veteran's Day	

If any of the above holidays falls on a Saturday, it will be celebrated on the previous Friday, if it falls on a Sunday, it will be celebrated on the following Monday.

## **ARTICLE 7**

### **PERSONAL LEAVE**

Each employee shall be eligible for four (4) days personal leave which may be used for personal business with the permission of their immediate supervisor, and if denied employee has a right to discuss the leave with the Commissioner or his designee. Personal leave time shall not be accumulated. Except in emergency situations, employees shall notify his supervisor in writing one (1) week in advance of his intent to take his personal leave.

## **ARTICLE 8**

### **BEREAVEMENT LEAVE**

Each employee shall be entitled to five (5) days leave with pay for a death in the immediate family. Immediate family shall be defined for this purpose as spouse; natural, foster or step parent; child, brother or sister, father-in-law or mother-in-law; or any relative residing in the household. Each employee shall be entitled to three (3) days leave with pay for a death of an aunt or uncle. If additional time is needed employee can appeal directly to the Commissioner of Public Works.

Bereavement leave will not be taken until the employee notifies their immediate supervisor of the need for this leave. The employer may require proof of loss whenever such requirement





appears reasonable. Bereavement leave shall not be used after more than ten (10) days after the date of death; absent exceptional circumstances mutually agreed upon.

## **ARTICLE 9**

### **UNION LEAVE**

The Shop Steward of this bargaining unit may use up to a total one (1) day for Union business leave each year. Employees must request utilization of the leave at least one (1) week before it is to commence and the taking of such leave shall not impede the operation of any Township department when it is taken. All use of such leave shall be reported to the Union to insure that the Shop Steward is actually utilizing the leave for Union Business.

## **ARTICLE 10**

### **NON-DISCRIMINATION**

There shall be no discrimination, interference or coercion by the employer or any of its agents against the Employees represented by the Union because of membership or activity in the Union.

Employees shall promptly report any form of discrimination or retaliation in accordance with the Complaint Procedures and related policies established by the Township.

## **ARTICLE 11**

### **PRIVATE AGREEMENTS**

There shall be no individual agreements between employees and the employer, which conflict with any provision of this agreement.

## **ARTICLE 12**

### **JOB CLASSIFICATION**

Whenever an employee is assigned or promoted to a higher job classification, he shall receive a pay increase of ten (10%) percent of his base rate.

If an employee is required to work on a lower job classification less than his regular job classification, he shall receive his regular rate of pay.

## **ARTICLE 13**

### **RAIN GEAR**

The Township will continue to provide rain gear (hipboots and knee high boots) and safety equipment to all employees in the bargaining unit requiring same. The Township will determine the amount of rain gear to be distributed to each employee and employees will be responsible for the maintenance of rain gear in usable condition. The employees issued rain gear will wear same unless authorized to do otherwise by an immediate supervisor.



## **ARTICLE 14**

### **WORK CLOTHES**

Beginning on January 1st of each year of this agreement, each member of the unit shall receive a \$900.00 per year clothing allowance less applicable deductions, payable by February 1st, for each of the remaining years of this Contract provided that the clothing shall conform to the type and uniformity requirements established by the Township. The clothing allowance shall cover all clothing items except rain gear identified above. The Commissioner's designee shall determine the clothing for uniformity.

## **ARTICLE 15**

### **OVERTIME, EMERGENCY CALL IN PAY AND EMERGENCY WORK**

- A. All employees shall be expected to complete their work in the time allotted for their scheduled work day. Any employee scheduled to work beyond their regularly scheduled work day shall be paid at the rate of time and one-half after eight (8) continuous working hours per day or forty (40) working hours per week of work have been completed; unless the employee is paid more than the time and one half rate under a different provision of this agreement in which case the employee shall receive only that higher rate. In all cases, forty (40) working hours in any one (1) week must be completed prior to overtime.
- B. If any employee is required to work on a holiday, he shall receive time and one-half for all hours worked plus one day straight time wages provided that such holiday pay shall not be in addition to other premium pay.
- C. If an employee concludes his scheduled work day and is called to return to work from his or her home, he or she shall be compensated with a guarantee of four (4) hours work upon the employee's return to his or her work location for the call in work assignment. No employee will be paid less than four (4) hours wages for the four (4) hour period at the applicable rate of the time of call in.
- D. Whenever employees are required to work in an emergency situation, there shall be at least two (2) employees working at all times. Emergency situations shall constitute all snow removal work and any other job situations caused by severe inclement weather such as hurricanes, significant floods or severe snow storms. All employees must be granted first option on all emergency situations as outlined.
- E. During periods of emergencies such as listed in PARAGRAPH D, after an employee has completed twelve (12) hours of continuous work, he shall be entitled to a rest period of four (4) hours with pay provided he immediately returns to continue for at least eight (8) hours. There will be a guarantee of at least eight (8) hours additional work.
- F. Any employee required to work during an emergency situation which occurs outside of the employee's scheduled work hours and results in additional hours of work shall receive two (2) times his regular rate of pay.



- G. All overtime must be paid on a separate check. There shall be no stacking of premium pay.

## **ARTICLE 16**

### **SENIORITY**

- A. A job opening or vacancy shall be posted on an appropriate bulletin board for five (5) working days.
- B. Seniority is defined as continuous unbroken service with the Employer.
- C. The Employer will endeavor to fill permanent job openings by promoting employees from the next lower job titles, provided those employees possess the requirements enunciated by Civil Service Law and who are subsequently certified by Civil Service. In all instances employees promoted must possess the skill, ability and knowledge to perform the duties required of the higher rated job.
- D. If there are two (2) or more employees with the equal skill and ability to perform the work at the discretion of the administration, which may not be arbitrarily or capriciously withheld, the employee with the greatest seniority shall be given preference. If the employee meeting the foregoing criteria cannot perform the higher rated job, once promoted to the higher rated job, then the administration shall promote the employee, which it deems to be the next eligible. Skill and ability includes the employee's job performance.
- E. A permanent job opening or vacancy in the bargaining unit constituting a promotion shall be posted on appropriate bulletin boards for a period of five (5) calendar days. During such period of time the permanent job opening or vacancy shall be posted, a temporary job opening with respect to the posted position shall be deemed to exist. The Commissioner shall have the right, at his discretion, to fill any temporary job opening by transfer or otherwise, until such time as it may be permanently filled. In the event that a permanent job opening is not filled within (5) days of the posting of a notice, the Commissioner, in his or her discretion, may fill such permanent job opening or vacancy.
- F. No employee shall be transferred without reason or cause and shall be granted a ten (10) day notice on which to reply to any notice of transfer. An employee may discuss any transfer with his immediate supervisor or the Commissioner. After a necessary discussion, the employee shall comply with the transfer order. If the transfer is necessitated by a vacancy and the Commissioner decides not to transfer the employee, then the vacancy shall be filled through the provisions established and through the job posting procedure as agreed to in this contract.
- G. Overtime Rotation — Overtime in the Blue Collar Unit shall be assigned in accordance with the seniority list, which shall set forth the names of the employees in each classification, in order of their seniority. The first overtime assignment on a particular occasion shall be assigned to the most senior employee on the seniority list in that classification. If the most senior employee is unwilling to accept the overtime



assignment, the next most senior employee shall have the opportunity to accept that assignment. Overtime assignments will proceed down the seniority list. If an employee to whom the overtime assignment has been offered shall decline to accept that assignment, he will be passed and will not be offered any other overtime assignment until his turn is reached again. If an employee is offered an overtime assignment and is unable to perform the assignment because he is unqualified to do the work assigned, he will be offered the next overtime assignment. In the event that all employees who are offered a particular overtime assignment decline to accept the assignment, the least senior employee who is offered the assignment and who is qualified to perform the assignment shall be obliged to accept it. No employee will be permitted to accept an overtime assignment if the employee does not possess the skill and ability to perform the work. Employees subject to major discipline, as defined by Civil Service Regulations, within six (6) months prior to an overtime assignment may, at the discretion of the Commissioner or Commissioner's designee, be passed over for such assignments. The six (6) month period shall commence from the date of final resolution or decision regarding the major discipline.

- H. Vacations — Whenever more than one (1) employee within the job classification requests vacation at a job location at any particular time, the Township shall endeavor to honor all vacations as requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacation first. Employees shall submit written notice to the Commissioner no less than thirty (30) days in advance for use of paid vacation which shall be granted at the discretion of the employee's supervisor. Approval of the dates for vacation time remains at the Township's discretion. The Commissioner may, in his sole discretion, grant vacation time on shorter notice.
- I. When the Township decides to reduce the number of employees in any particular job title, the employee or employees with the least seniority shall be laid off first.
- J. Employees shall be recalled for work from layoff in the order of their seniority which shall be confirmed in writing by the Commissioner, provided that they have the requisite qualifications, ability to perform the work available and notify the Commissioner in writing within five (5) days that the former employee shall accept reinstatement from layoff. Employees continuously laid off for a period of two (2) years or more shall not be entitled to recall.

## **ARTICLE 17**

### **SAFETY REPORT**

Whenever an employee is assigned to drive Township equipment and he feels such equipment is in need of such repair that it is hazardous or defective, he shall at once notify his immediate supervisor of the defective or hazardous equipment. and fill out the Township's Safety Report form as agreed upon by the parties to this Agreement.



## **ARTICLE 18** **JOB POSTING**

Any vacancy in the bargaining unit shall be posted for five (5) calendar days, the Township must notify all employees of the openings by providing a copy of such opening to the shop steward. Before it is awarded to any person not from the bargaining unit, Township employees in the bargaining unit shall be considered first provided the employee notifies the Commissioner in writing of his or her interest in the position. However, in all cases, the discretion of the Commissioner shall be final and binding on all hiring decisions.

## **ARTICLE 19** **BULLETIN BOARDS**

The Union will have access to a bulletin board in each work area. The Union may post notices of Union activities and information pertinent to its collective bargaining relationship on these bulletin boards. Copies of the information to be posted on the bulletin boards will be forwarded to the office of the Commissioner.

## **ARTICLE 20** **LONGEVITY**

Longevity pay will be set forth below for all classified permanent Blue Collar unit employees and shall be paid in addition to and together with his annual base salary, based upon the date of appointment:

<b>Years of Service</b>	<b>Payment of Annual Base Salary</b>
Upon completion of 3 years	2%
*Each year thereafter	1%
Maximum	8%
After 20 years of service	10%

\*Note: Increase will be 1% per year up to and including the maximum of 8%.

## **ARTICLE 21** **HOSPITALIZATION**

- A. The Township agrees to provide medical insurance under the State Health Benefits Plan, a Dental Plan, Eyeglass Plan, and Prescription Plan to all employees.
- B. The Prescription Plan co-pay is \$5.00 for generic, and \$10.00 for name brand/non-generic.



- C. During January 1, 2010 through December 31, 2010, employees shall contribute .5% of their base salary toward the cost of benefits. Base salary shall include all amounts that comprise the employee's regular salary. Commencing January 1, 2011, employees shall contribute 1.5% of their base salary toward the cost benefits. All contributions shall be made through bi-weekly payroll deductions.
- D. Upon an employee's retirement at twenty-five (25) years service, the Township shall provide coverage under the State Health Benefits Plan in accordance with the terms established by the Plan. The Township, in its sole discretion, may change the plans contained within this Article to an equivalent or better plan, however, the Township shall not be required to make such a change.

## **ARTICLE 22**

### **FULLY BARGAINED CLAUSE**

This Agreement contains the entire understanding of the parties. There are no representations, promises or warranties other than those set forth herein. Neither party shall be required to renegotiate any part, until the expiration of said Agreement or the activation of reopened clauses within the Agreement.

## **ARTICLE 23**

### **PAST PRACTICE CLAUSES**

All benefits and conditions of employment presently in existence for the bargaining unit, unless modified by this Agreement, whether in writing or in practice, shall be continued without change by the Township during the life of this Agreement.

## **ARTICLE 24**

### **SEVERABILITY CLAUSE**

If any part, clause, portion or Article of this Agreement is subsequently deemed by a court or agency of competent jurisdiction to be illegal, such clause, portion or Article may be deleted and the remainder of the Agreement not so affected shall continue in full force and effect absent the affected clause.

## **ARTICLE 25**

### **MANAGEMENT RIGHTS**

It is recognized that the Employer has and will continue to retain all rights and responsibilities to direct the forces of the Township in all aspects. Included, but without limiting the generality of the foregoing, the following rights:

1. All management functions and responsibilities which the Township has not expressly modified or restricted by a specific provision of this Agreement;



2. The right to establish and administer policies and procedures related to personnel matters, Township controlled activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Township;
3. To reprimand, suspend, discharge or otherwise discipline employees for cause;
4. To hire, promote, transfer, assign, reassign, layoff and recall employees to work in accordance with Civil Service Rules and seniority;
5. To determine the number of employees and the duties to be performed;
6. To maintain the efficiency of employees, to establish, expand, reduce, alter, combine, consolidate or abolish any job or job classification, department or operation or service, in accordance with Civil Service Rights;
7. To determine staffing patterns and areas worked; to control and regulate the use of facilities, supplies, equipment materials and any other property of the Township;
8. To make or change Township rules, regulations, policies and practices consistent with the specific terms and provisions of this Agreement and consistent with Civil Service Rules and Regulations.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township shall only be limited by the language of this clause.

In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights.

It is further agreed that the above detailed enumeration of management rights shall in no way be deemed to exclude any other management prerogatives that may have not have specifically enumerated.

## **ARTICLE 26**

### **WORK CONTINUITY**

During the period of time of this Agreement, the Union and its members shall not have the right to engage in any slowdown, work stoppage strike or related activity.

The sole method for resolving any disagreement concerning this Agreement shall be covered by the procedures contained in this Agreement or legal remedies available to the parties that do not constitute strikes or work stoppages.

The Union agrees that if any type of concerted activity occurs, as noted above, the Union will take immediate steps to terminate such activities and will condemn such activities. An employee who engages in any of the prohibited activities shall be subject to disciplinary action.



## **ARTICLE 27**

### **PRODUCTIVITY**

The Union agrees that it will cooperate with the Township in any productivity program adopted by the Township covering employees of this bargaining unit.

## **ARTICLE 28**

### **PERFORMANCE EVALUATION**

The parties agree that the Township has the right to conduct individual performance evaluations of all personnel.

## **ARTICLE 29**

### **WORK PERFORMANCE**

All employees covered by this Agreement will be expected to perform all duties as assigned by their supervisor. This shall include but not be limited to the specific functions enumerated in their individual job descriptions and any other such functions, which may be assigned from time to time by their supervisors or through employer work rules, personnel regulations or other regulations. It is recognized and agreed that employees in this bargaining unit recognize the authority of the Township to promulgate and implement work performance standards in accordance with the dictates and authority resident in the Township.

## **ARTICLE 30**

### **WASH UP TIME**

All employees shall have a five (5) minutes for wash up time for washing of hands prior to the lunch period and five (5) minutes wash up for washing of hands prior to quitting time.

## **ARTICLE 31**

### **AGENCY SHOP**

The parties agree that for the term of this Agreement, in accordance with New Jersey statutes, any employee who is a member of this bargaining unit on the effective date of this Agreement who is not a member of Teamsters Local No. 35 shall pay an agency shop fee equal to eighty-five (85%) percent of the dues, initiation fees and special assessments of the bargaining agent. Such fees shall be deducted from the pay of the employees affected on the basis of authorization provided by the bargaining agent. The bargaining agent agrees to save the Employer harmless from any and all action it takes under this Article.

## **ARTICLE 32**

### **SALARY**

- A. The parties agrees that the following promotional, equity adjustments and across the board raises will be applicable to these personnel covered by this bargaining unit. The salary increase for the one (1) year term of this agreement shall be 3% calculated on the base salary.





- B. In order to equalize pay rates and offer a competitive salary, the parties also agree to the one time adjustments reflected within Attachment A solely for the individuals specified with the further understanding that some of adjustments are contingent upon certain events as described within Attachment A and will not become effective until the occurrence of the events described, at which time the increase will be applied on a going forward basis. This provision shall sunset effective December 31, 2010, shall be stricken from this agreement and will not be a hold over provision.

### **ARTICLE 33**

#### **HOURS OF WORK**

The work week will be from Monday to Friday, time and one-half (1-1/2) will be paid for all hours worked after forty (40) working hours except in cases of emergencies as provided elsewhere in this Agreement. The work hours will be from 7:00 am. To 3:00 p.m., employees will report ready to commence work. The Commissioner reserves the right to change to summer hours from Memorial Day to Labor Day and those hours are 6:00 a.m. to 2:00 p.m. where needed. Employees are permitted one (1) break of fifteen (15) minutes at the discretion of the employee's supervisor.

### **ARTICLE 34**

#### **CDL LICENSE**

All members of the bargaining unit who have and maintain a CDL shall receive a \$1,000.00 stipend in each year of this Contract. The Township shall pay for the initial CDL and the employee shall pay for all renewals. All newly hired employees must obtain a CDL within 90 days of being hired, provided that if the employee does not, his or her performance shall be deemed unsatisfactory and remain on probationary status for an additional 90 days in order to obtain their CDL. The employee shall receive health benefits during the second 90 day probationary period. If the employee does not obtain their CDL by the end of the second 90 day probationary period, the employee shall be terminated.

### **ARTICLE 35**

#### **DRUG & ALCOHOL TESTING**

When reasonable suspicion exists for any member of the bargaining unit, that person shall be subject to drug testing for use of any and all illegal substances and, if suspected to be under the influence during working hours, alcohol testing. This provision is in addition to random CDL drug testing requirements. Failure or refusal to test when and as directed shall be deemed a positive test result and basis for termination. Testing shall be paid for by the Township by those under contract with the Township. The Township has an established drug and alcohol testing policy which, in its discretion, may be amended from time to time and shall apply to members of the bargaining unit. If, prior to the Township developing a reasonable suspicion or a direction to test, an employee privately discloses in writing to the Commissioner of Public Works that the employee is in need of a drug and/or alcohol treatment program, and the employee is eligible for FMLA leave, the Township shall grant the leave provided the treatment occurs at a recognized



treatment facility, the employee provides proof to the Commissioner of successful completion of the treatment program, and the employee enters into a last chance agreement which provides for routine and random testing for twelve (12) months after his/her return to work and termination in the event the employee tests positive for drugs or alcohol, or refuses or fails to test as directed.

### **ARTICLE 36**

#### **DURATION**

This Agreement shall be effective retroactive to January 1, 2010 and shall continue in full force and effective until December 31, 2010.



## ATTACHMENT A

### ONE TIME SALARY ADJUSTMENTS

After application of the 3% raise, the following individuals will also receive a one time adjustment to salary without contingencies:

Martin, D. Two Thousand (\$2,000.00) Dollars

Golla, B. Five Hundred (\$500.00) Dollars

After application of the 3% raise, the following individuals will also receive a one time adjustment to salary subject to meeting the following preconditions:

Each employee listed shall apply to the Department of Personnel/Civil Service Commission ("DOP/CSC") for a promotion to the position of Maintenance Repairer/Operator. In order to be eligible for the one time adjustment, the employee must be approved for the position by the Department of Personnel/Civil Service Commission, otherwise the increase shall not be provided to the employee.

The amounts indicated are annualized figures and do not reflect the actual amount the employee will receive for the 2010 year; however, provided the employee is approved for the position of Maintenance Repairer/Operator by the DOP/CSC, the employee shall receive the increase prorated for 2010 on a going forward basis from the date of approval.

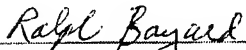
Bavuso, D.	Two Thousand Seven Hundred and Seventy One (\$2,771.73) Dollars and Seventy Three Cents
Beningaso, M.	Three Thousand One Hundred and Five (\$3,105.72) Dollars and Seventy Two Cents
Fleck, R.	Three Thousand One Hundred and Five (\$3,105.72) Dollars and Seventy Two Cents
Kearney, T.	Three Thousand Four Hundred and Fifty Four (\$3,454.65) Dollars and Sixt Five Cents

IN WITNESS WHEREOF, the parties have hereunto affixed their hand and seals.


ATTEST:

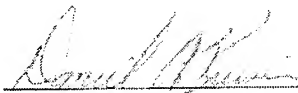
FOR THE TOWNSHIP OF  
LONG BEACH:

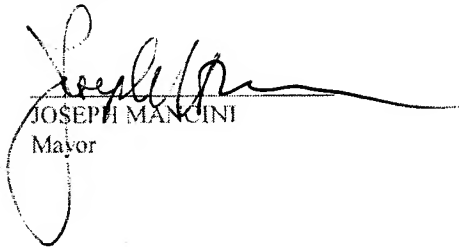
FOR THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS,  
LOCAL NO. 35

  
RALPH BAYARD  
Commissioner, Department of  
Public Works.

  
Dustin Martin  
Negotiations Committee Member

  
BONNIE LEONETTI  
Municipal Clerk

  
Daniel A Kreiser  
President, Local No. 35

  
JOSEPH MANCINI  
Mayor

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (the "Agreement") is among the **TOWNSHIP OF LONG BEACH** ("Township"), **TEAMSTERS LOCAL UNION NO. 35** (the "Union"), and **BRIAN GOLLA** ("Grievant").

**WHEREAS**, the Township and the Union are parties to a collective bargaining agreement covering certain employees of the Township;

**WHEREAS**, Grievant is a member of the bargaining unit covered by the collective bargaining agreement;

**WHEREAS**, the Township served notice of a 15-day disciplinary suspension, without pay, on Grievant on May 19, 2010;

**WHEREAS**, the Union contested the imposition of the <sup>15</sup>~~30~~-day disciplinary suspension, without pay;

**NOW, THEREFORE**, in consideration of the promises and mutual covenants herein and for other good valuable consideration, the sufficiency of which is hereby acknowledged, and in a desire to resolve this matter without the expense and uncertainty of additional proceedings, it is agreed as follows:

1. As soon as practicable following the full execution of this Agreement, the disciplinary suspension of Grievant shall be a 3-day suspension, without pay, to be served at the pleasure of the Township and the Union's grievance is withdrawn.

2. The parties acknowledge and agree that this Agreement shall not be used to establish a precedent and shall not be introduced in any grievance, arbitration,

governmental agency matter, or other court proceeding, except to enforce its terms or in the event of future disciplinary action involving Brian Golla. Nothing requires the Township to extend the same Agreement in the future to Brian Golla or anyone else.

3. Grievant acknowledges and agrees that he has been fully and fairly represented by the Union in connection with the grievance, settlement discussions and the settlement of this matter, and that he enters into this Agreement voluntarily.

**FOR THE UNION:**

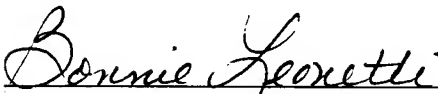


Date: 5-24-10

**FOR THE TOWNSHIP:**

  
RALPH BAYARD, Commissioner

Date: 5/24/10

  
BONNIE LEONETTI, Municipal Clerk

Date: 5/24/10

**BRIAN GOLLA:**



Date: 5/21/10

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (the "Agreement") is among the **TOWNSHIP OF LONG BEACH** ("Township"), **TEAMSTERS LOCAL UNION NO. 35** (the "Union"), and **DAVID BAVUSO** ("Grievant").

**WHEREAS**, the Township and the Union are parties to a collective bargaining agreement covering certain employees of the Township;

**WHEREAS**, Grievant is a member of the bargaining unit covered by the collective bargaining agreement;

**WHEREAS**, the Township served notice of a 30-day disciplinary suspension, without pay, on Grievant on May 19, 2010;

**WHEREAS**, the Union contested the imposition of the 30-day disciplinary suspension, without pay;

**NOW, THEREFORE**, in consideration of the promises and mutual covenants herein and for other good valuable consideration, the sufficiency of which is hereby acknowledged, and in a desire to resolve this matter without the expense and uncertainty of additional proceedings, it is agreed as follows:

1. As soon as practicable following the full execution of this Agreement, the disciplinary suspension of Grievant shall be a 15-day suspension, without pay, to be served at the pleasure of the Township and the Union's grievance is withdrawn.
2. The parties acknowledge and agree that this Agreement shall not be used to establish a precedent and shall not be introduced in any grievance, arbitration,

governmental agency matter, or other court proceeding, except to enforce its terms or in the event of future disciplinary action involving David Bavuso. Nothing requires the Township to extend the same Agreement in the future to David Bavuso or anyone else.

3. Grievant acknowledges and agrees that he has been fully and fairly represented by the Union in connection with the grievance, settlement discussions and the settlement of this matter, and that he enters into this Agreement voluntarily.

**FOR THE UNION:**

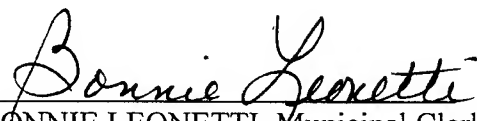


Date: 5-24-10

**FOR THE TOWNSHIP:**

  
RALPH BAYARD, Commissioner

Date: 5/24/10

  
BONNIE LEONETTI, Municipal Clerk

Date: 5/24/10

**DAVID BAVUSO:**



Date: 5-21-2010



## **SETTLEMENT AGREEMENT**

This Settlement Agreement (the "Agreement") is among the **TOWNSHIP OF LONG BEACH** ("Township"), **TEAMSTERS LOCAL UNION NO. 35** (the "Union"), and **DUSTIN MARTIN** ("Grievant").

**WHEREAS**, the Township and the Union are parties to a collective bargaining agreement covering certain employees of the Township;

**WHEREAS**, Grievant is a member of the bargaining unit covered by the collective bargaining agreement;

**WHEREAS**, the Township served notice of a 30-day disciplinary suspension, without pay, on Grievant on May 19, 2010;

**WHEREAS**, the Union contested the imposition of the 30-day disciplinary suspension, without pay;

**NOW, THEREFORE**, in consideration of the promises and mutual covenants herein and for other good valuable consideration, the sufficiency of which is hereby acknowledged, and in a desire to resolve this matter without the expense and uncertainty of additional proceedings, it is agreed as follows:

1. As soon as practicable following the full execution of this Agreement, the disciplinary suspension of Grievant shall be a 15-day suspension, without pay, to be served at the pleasure of the Township and the Union's grievance is withdrawn.

2. The parties acknowledge and agree that this Agreement shall not be used to establish a precedent and shall not be introduced in any grievance, arbitration,

governmental agency matter, or other court proceeding, except to enforce its terms or in the event of future disciplinary action involving Dustin Martin. Nothing requires the Township to extend the same Agreement in the future to Dustin Martin or anyone else.

3. Grievant acknowledges and agrees that he has been fully and fairly represented by the Union in connection with the grievance, settlement discussions and the settlement of this matter, and that he enters into this Agreement voluntarily.

**FOR THE UNION:**

*Daniel A. Kusun*

Date: 5-24-10

**FOR THE TOWNSHIP:**

*Ralph Bayard*  
RALPH BAYARD, Commissioner

Date: 5/24/10

*Bonnie Leonetti*  
BONNIE LEONETTI, Municipal Clerk

Date: 5/24/10

**DUSTIN MARTIN:**

*Dustin Martin*

Date: 5/21/10